

LEASE

BETWEEN: The Culver City Transportation Department and the City of Culver City

FOR: Lease of a Portion of 4343 Duquesne Avenue, California 90232

THIS LEASE is made and entered into by and between the CULVER CITY TRANSPORTATION DEPARTMENT, hereinafter referred to as "Transportation", and the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "Lessee" for use of the Transportation Building at 4343 Duquesne Avenue, Culver City, California 90232 (the "Facility").

1. PREMISES LEASED AND USE THEREOF. The Facility contains several separate rooms, warehouse spaces, and parking facilities. The Culver City Finance Department occupies a portion of the first floor warehouse space, a small office on the first floor, a separate mezzanine warehouse space, a mezzanine office area, and seven parking spaces. For purposes of this Agreement, the space occupied by the Culver City Finance Department shall be defined as the "Premises" which are further described in Exhibit "A". Transportation hereby agrees to lease, exclusively, to Lessee the Premises for work/office space.
2. TERM OF LEASE. Unless terminated as provided herein, the initial term of this Lease shall be from July 1, 2023 until June 30, 2028, (the "Initial Term"). At the conclusion of the Initial Term and unless otherwise terminated as provided herein, this Lease will automatically renew, annually, for additional one-year terms; provided, that Lessee provides written notice to Transportation of its intent to renew this Lease on or before the April 1st immediately preceding each renewal period.
3. CONSIDERATION FOR LEASE. In consideration of this Lease, Lessee shall pay Transportation a sum of \$11,800 per month ("Monthly Rent"). The Monthly Rent shall be increased by 3% annually starting July 1, 2024.
4. HOLD HARMLESS.
 - a. Transportation shall indemnify, defend and hold harmless Lessee, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property arising from or alleged to be caused by (i) the negligent acts, omissions or willful misconduct by Transportation, its officers, directors, employees or agents in connection with or arising out of the performance of this Lease, (ii)

To Lessee: City of Culver City
Attn: Lisa Soghor, Chief Financial Officer
9770 Culver Blvd.
Culver City, CA 90232

11. WAIVER. If at any time one party shall waive any term, provision or condition of this Lease, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
12. GOVERNING LAW. The terms of this Lease shall be interpreted according to the laws of the State of California. If litigation arises out of this Lease, then the parties shall attempt to mediate the dispute, in good faith, prior to taking any other action. If mediation is unsuccessful, the parties may agree to arbitrate the dispute in accordance with the rules of the American Arbitration Association. If either party does not agree to arbitration or is unsatisfied with the results of the arbitration, then venue shall be in the Superior Court of Los Angeles County.
13. LITIGATION FEES. If litigation arises out of this Lease for the performance thereof, then the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party.
14. INTEGRATED AGREEMENT. This Lease represents the entire Agreement between Transportation and Lessee regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Lease. No verbal agreement or implied covenant shall be held to vary the provisions of this Lease. This Lease shall bind and inure to the benefit of the parties to this Lease, and any subsequent successors and assigns.
15. SEVERABILITY. If any section, paragraph, sentence, clause, phrase or portion of this Lease is deemed invalid, then that invalidity shall not affect the validity of the remainder of this Lease.
16. AUTHORITY TO ENTER INTO LEASE. The individual(s) executing this Lease on behalf of each party is (are) authorized to execute this Lease on behalf of said party. Each party has taken all actions required by law to approve the execution of this Lease.
17. EFFECTIVE DATE. The effective date of this Lease is January 1, 2023, and this Lease shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

CULVER CITY TRANSPORTATION DEPARTMENT

Dated: _____

By _____
Diana Chang, Chief Transportation Officer

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
John Nachbar, City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Lisa Soghor, Chief Financial Officer

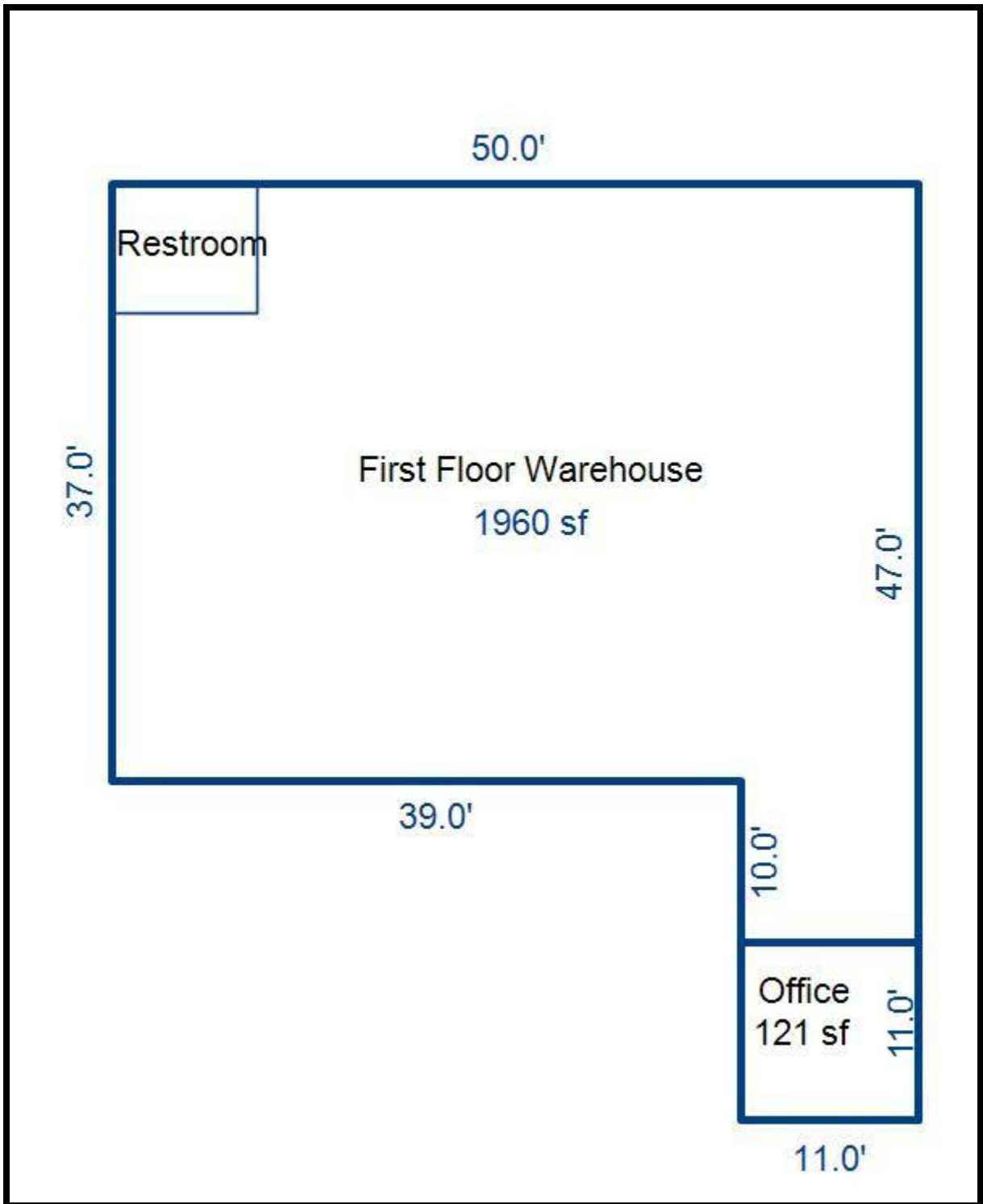
Heather Baker, City Attorney

Exhibit "A"

Description of Premises

Exhibit A

FIRST FLOOR LEASE AREA FLOOR PLAN



MEZZANINE LEASE AREA FLOOR PLAN

